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 WEIN- UND SEKTKELLEREI JAKOB  
 GERHARDT NIERSTEINER  
 SCHLOSSKELLEREIEN GmbH & Co. KG and  
 MAX DIETER ALTMANN

LATHAM & WATKINS LLP  
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Attorneys for Defendants FONDA HOPKINS,  
 FRANK KRYGER, W.G. BEST  
 WEINKELLEREI and MONTESQUIEU CORP.,  
 f/k/a JAKOB GERHARDT USA, INC.

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

WEIN- UND SEKTKELLEREI JAKOB  
 GERHARDT NIERSTEINER  
 SCHLOSSKELLEREIEN GmbH & Co. KG,  
 a German limited liability company and MAX  
 DIETER ALTMANN, an individual,

Plaintiffs,

v.

FONDA HOPKINS, an individual, FRANK  
 KRYGER, an individual, W.G. BEST  
 WEINKELLEREI, INC., a California  
 corporation, and MONTESQUIEU CORP.,  
 f/k/a JAKOB GERHARDT USA, INC., a  
 California Corporation.

Defendants,

AND ALL RELATED COUNTERCLAIMS.

CASE NO. 07CV0673 BTM (WMC)

**JOINT MOTION FOR ORDER REQUIRING  
 RESCISSION OF PLAINTIFFS' SHARES**

1                   Plaintiffs Wein- und Sektkellerei Jakob Gerhardt Niersteiner Schlosskellereien  
 2 GmbH & Co. KG ("Jakob Gerhardt") and Max Dieter Altmann and Defendants Fonda Hopkins,  
 3 Frank Kryger, W.G. Best Weinkellerei, Inc. ("W.G. Best") and Montesquieu Corp., f/k/a Jakob  
 4 Gerhardt USA, Inc. ("Montesquieu") do jointly move this Court for an order (1) requiring W.G.  
 5 Best and Montesquieu to rescind Mr. Altmann's shares in those corporations and (2) clarifying  
 6 the terms of the parties' settlement agreement.

7                   On January 23, 2008, at the Early Neutral Evaluation ("ENE") Conference with  
 8 Magistrate Judge McCurine, the parties settled this action pursuant to the terms set forth on the  
 9 record. As part of that settlement, the parties agreed to execute the documents necessary for  
 10 Plaintiffs to convey to Defendants all shares and ownership interest in W.G. Best and  
 11 Montesquieu. See Transcript of January 23, 2008 Settlement Conference (Exhibit A) at 4. The  
 12 parties agree that a court-ordered rescission of Mr. Altmann's shares is necessary to effectuate  
 13 the parties' settlement. The parties further agree that the rescission should be contingent upon  
 14 Mr. Altmann and Jakob Gerhardt signing the representations and warranties attached hereto as  
 15 Exhibit B and W.G. Best, Montesquieu, Mr. Kryger and Ms. Hopkins signing the representations  
 16 and warranties attached hereto as Exhibit C.

17                   Additionally, the parties agree that the settlement reached at the ENE Conference  
 18 should be supplemented to include Defendants' agreement not to use the name "Jakob Gerhardt"  
 19 anywhere in the world.

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1 Accordingly, Plaintiffs and Defendants jointly move for an order (1) requiring  
 2 W.G. Best and Montesquieu to rescind Mr. Altmann's shares in those corporations in exchange  
 3 for the amount paid-in for those shares, \$3,397.50, contingent upon Mr. Altmann and Jakob  
 4 Gerhardt signing the representations and warranties attached as Exhibit B and W.G. Best,  
 5 Montesquieu, Mr. Kryger and Ms. Hopkins signing the representations and warranties attached  
 6 as Exhibit C; and (2) amending the parties' agreement to reflect Defendants' agreement not to  
 7 use the name "Jakob Gerhardt" anywhere in the world.

8 DATED: March 19, 2008

9 LATHAM & WATKINS LLP

10 By: s/ Daniel J. Lenerz  
 11 Daniel J. Lenerz  
 12 Attorneys for Defendants  
 13 Fonda Hopkins, Frank Kryger, W.G. Best  
 14 Weinkellerei, Inc. and Montesquieu Corp.,  
 f/k/a Jakob Gerhardt USA, Inc.  
 daniel.lenerz@lw.com

15 DATED: March 19, 2008

16 BAKER & MCKENZIE LLP

17 By: s/ Christopher Van Gundy  
 18 Christopher Van Gundy  
 19 Attorneys for Plaintiffs  
 20 Wein- Und Sektkellerei Jakob Gerhardt  
 21 Niersteiner Schlosskellereien GmbH & Co.  
 22 KG and Max Dieter Altmann  
 23 christopher.vangundy@bakernet.com  
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# EXHIBIT A

Exhibit A-1

**ORIGINAL**

1 UNITED STATES DISTRICT COURT  
2 SOUTHERN DISTRICT OF CALIFORNIA  
3

4 WEIN-UND SEKTKELLEREI, JAKOB ) Case No. 07CV0673-BTM(WMC)  
5 GERHARDT, NIERSTEINER, )  
6 SCHLOSSKELLEREIEN GmbH & Co. ) San Diego, California  
7 KG, and MAX DIETER ALTMANN, )  
8 Plaintiffs, ) Wednesday,  
9 vs. ) January 23, 2008  
10 FONDA HOPKINS, et al., )  
11 Defendants. )

11  
12 TRANSCRIPT OF PROCEEDINGS  
13 BEFORE THE HONORABLE WILLIAM McCURINE, JR.  
14 UNITED STATES MAGISTRATE JUDGE

15 APPEARANCES:

16 For the Plaintiff: CHRISTOPHER VAN GUNDY, ESQ.  
17 Baker & McKenzie  
18 Two Embarcadero Center  
19 Eleventh Floor  
20 San Francisco, California  
21 94111  
22 (415) 984-3825  
23 For the Defendant: KENNETH MOORE FITZGERALD, ESQ.  
24 DANIEL J. LENERZ, ESQ.  
25 Latham & Watkins  
600 West Broadway  
Suite 1800  
San Diego, California 92101  
(619) 236-1234  
For City Insurance Company: DAVID LONG, ESQ.

Proceedings recorded by electronic sound recording;  
transcript produced by transcription service.

Exhibit A-2

*Echo Reporting, Inc.*

ii

1 Transcript Ordered by: DANIEL J. LENERZ, ESQ.  
2 Transcriber: Shonna D. Mowrer  
3 Echo Reporting, Inc.  
4 6336 Greenwich Drive  
5 Suite B  
6 San Diego, California 92122  
7 (858) 453-7590  
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Exhibit A-3

*Echo Reporting, Inc.*

1        SAN DIEGO, CALIFORNIA WEDNESDAY, JANUARY 23, 2008

2                                --oOo--

3        (Call to order of the Court.)

4                THE CLERK:    Calling Item Number 1 on calendar,  
5 Case Number 07CV673, Wein versus Hopkins, et al.

6                THE COURT:    Gentlemen.

7                THE CLERK:    Counsel, will you please state your  
8 appearances for the record.

9                MR. VAN GUNDY:   Christopher Van Gundy for  
10 Plaintiffs Jakob Gerhardt Germany and Max Dieter Altmann.

11               THE COURT:    And who is here in court?

12               MR. VAN GUNDY:   Yes.   Mr. Altmann is here to my  
13 left.

14               THE COURT:    And who else?

15               MR. VAN GUNDY:   And with him is the general  
16 manager, Dimitri Vandenoever (phonetic).

17               MR. FITZGERALD:   Kenneth Fitzgerald and Daniel  
18 Lenerz of Latham and Watkins, your Honor, representing the  
19 Defendants.   And with me present in the courtroom are Fonda  
20 Hopkins and Frank Kryger.   Also present, not counsel of  
21 record, but counsel for the Defendants with respect to  
22 insurance coverage issues is Paul Hilding.

23               THE COURT:    Okay.   New York.

24               MR. LONG:    David Long, insurance counsel for  
25 Hartford for the City Insurance Company.

1 THE COURT: Okay. All right. Gentlemen, I  
2 understand that we have a settlement.

3 MR. FITZGERALD: We do, your Honor.

4 MR. VAN GUNDY: Yes, your Honor.

5 THE COURT: Mr. Fitzgerald, will you put the  
6 settlement on the record. And I want you to go slowly.  
7 Everything you say, Mr. Van Gundy is going to translate.

8 MR. VAN GUNDY: Or Mr. Vandenoever.

9 THE COURT: Mr. Vandenoever?

10 MR. VANDENOEVER: Yeah.

11 THE COURT: Okay. Sit closer.

12 MR. VANDENOEVER: Okay.

13 THE COURT: Even if you have to blow in his ear.  
14 So speak slowly.

15 MR. FITZGERALD: Thank you, your Honor. The  
16 parties have agreed to settle all of the disputes pending  
17 between them or that could possibly be pending between them  
18 from the beginning of time to date. More specifically, the  
19 parties have agreed to dismiss the pending action with  
20 prejudice in its entirety. They hereby agree to release  
21 each other as well as each other's directors, officers,  
22 employees, attorneys, agents, heirs, successors, children  
23 and assigns from any and all claims or liabilities of any  
24 nature whatsoever that have arisen between them from the  
25 beginning of time to date.



1           The parties have agreed to waive the protections  
2 of California Civil Code Section 1542. They have agreed to  
3 waive and release all obligations for compensation of any  
4 nature whatsoever, including but not limited to any  
5 compensation that might be due to the Plaintiffs by virtue  
6 of their status as shareholders in the Defendant companies  
7 and which might be due to the Plaintiffs in the way of  
8 trademark royalties for which the Defendant companies have  
9 been invoiced for the past several years.

10           The parties will execute the documents necessary  
11 to more fully effectuate the settlement. In exchange for  
12 the releases, dismissals with prejudice and other  
13 consideration, the Defendants will pay to the Plaintiffs the  
14 total sum of \$2 million, inclusive of all attorney's fees  
15 and costs incurred to date which the parties will bear on  
16 their own.

17           The Defendants will pay \$2 million to Baker and  
18 McKenzie for the benefit of Wein-Und Sektkellerei, Jakob  
19 Gerhardt, Niersteiner, Schlosskellerein, GmbH & Co. KG by --  
20 excuse me -- and Max Dieter Altmann. Payment will be  
21 received on or before Friday, March 28th, 2008.

22           The Defendants warrant and represent to the Court  
23 that they are no longer currently using the name Jakob  
24 Gerhardt or any substantially similar name in Luxembourg and  
25 will forever cease and desist from using said name.

1           The Defendants will defend, indemnify and hold  
2 harmless the Plaintiffs for any liability that arises in  
3 connection with or as a result of the Defendant's use of the  
4 Jakob Gerhardt or substantially similar name in Luxembourg.  
5 The period of the Defendant's indemnity obligation will run  
6 through January 23rd, 2010, at which time it will expire.  
7 And the parties have agreed to the Court's continuing  
8 jurisdiction to effectuate and enforce the terms of their  
9 settlement pursuant to their written consent that they have  
10 executed and which will be filed with the court.

11           The parties will execute the documents necessary  
12 for Plaintiffs to convey all shares and ownership interest  
13 in the Defendant companies, specifically W.K. Best  
14 Weinkellerei, Inc., a California corporation, and  
15 Montesquieu Corporation, formerly known as Jakob Gerhardt  
16 USA, Inc.

17           The Plaintiffs hereby release any ownership  
18 interest in those companies. And beyond the continuing  
19 indemnification obligation agreed to here today and beyond  
20 future normal trade relations between the parties, they  
21 shall have no continuing relationship or obligations toward  
22 each other, save and except for in addition to the indemnity  
23 and trade relations.

24           Also, they hereby affirm their continuing  
25 obligations under the two prior settlement agreements

Exhibit A-7

*Echo Reporting, Inc.*

1 executed between them that are in issue in the pleadings.

2 I believe those are the terms of the settlement.

3 I thought I said, but I'll just say it now, that the  
4 Plaintiffs will transfer their shares in the Defendant  
5 companies, specifically W.G. Best Weinkellerei, Inc., a  
6 California corporation, and Montesquieu Corporation,  
7 formerly known as Jakob Gerhardt USA, Inc.

8 MR. VAN GUNDY: Your Honor, I thought we had made  
9 it clear that --

10 THE COURT: Let me state, what you mean, if I'm  
11 understanding, Mr. Fitzgerald, is that the previous  
12 settlement agreements and release are simply -- simply  
13 remain in full force and effect.

14 MR. FITZGERALD: Correct, your Honor.

15 THE COURT: Nothing more.

16 MR. FITZGERALD: Nothing more.

17 MR. VAN GUNDY: Your Honor, I guess I don't  
18 understand this. We've said --

19 THE COURT: Hold it. Okay. Now, think about what  
20 I've just said. All we're doing is -- the previous releases  
21 and settlement agreements remain in full force and effect.  
22 They are -- this agreement doesn't variegate or comment on  
23 the validity or invalidity of these previous agreements.  
24 They are what they are. Whatever was in the past, we now  
25 have a complete new agreement in any event.

Exhibit A-8

*Echo Reporting, Inc.*

1 MR. VAN GUNDY: Okay. Then why is this all  
2 necessary? I guess I don't understand, if that's the case.

3 THE COURT: It may have not been necessary.

4 MR. VAN GUNDY: Okay. Because we -- I have to  
5 state for the record, your Honor -- and I know where the  
6 Court --

7 THE COURT: State for the record.

8 MR. VAN GUNDY: That we absolutely dispute the  
9 validity of any prior release of any nature, ratification,  
10 waiver of any sort from time in memorial with these  
11 entities, the Defendants and the Defendant companies,  
12 period. We understand that we have reached a settlement now  
13 along the terms of the release described by Mr. Fitzgerald,  
14 but --

15 THE COURT: And you understand that this current  
16 release that is on the record today is -- would be the  
17 governing document looking from now backward into time. Do  
18 you understand?

19 MR. VAN GUNDY: I think that's clear.

20 THE COURT: Okay. Now, before we stop, I want Mr.  
21 Hilding to step to the microphone.

22 MR. HILDING: Thank you, your Honor. Also part of  
23 the agreement is an agreement we have reached -- the Defense  
24 has reached with Hartford Twin City Insurance Company, which  
25 is that Hartford Twin City and the Defendants will mutually

1 release each other with regard to any liability as to this  
2 lawsuit, with the exception that Hartford Twin City will  
3 continue to pay Defense costs through the conclusion of this  
4 matter.

5           The other thing we have not done is put on the  
6 record the dollar amount that's going to be paid by Hartford  
7 Twin City versus our client. And I'm not sure if there's  
8 any objection to my putting that information on the record.

9           THE COURT: I don't care.

10          MR. VAN GUNDY: No objection.

11          MR. HILDING: So the amount to be paid by Hartford  
12 Twin City is 310,000, and our clients are to pay 1.69  
13 million.

14          THE COURT: Okay.

15          MR. LONG: We are agreeable to all of that, your  
16 Honor.

17          THE COURT: And your name?

18          MR. LONG: David Long.

19          THE COURT: Okay. Mr. Altmann, he needs to stand  
20 to the mic with Mr. Vandenoever. Okay. Mr. Altmann, do you  
21 understand the terms of the settlement agreement?

22          MR. ALTMANN (Through interpreter): Yes, I  
23 understand.

24          THE COURT: Do you agree to the terms of the  
25 settlement agreement?

1 MR. VANDENOVER: Yes, he agrees, unhappily so.

2 THE COURT: Are you satisfied with the advice your  
3 attorney has given you?

4 MR. ALTMANN: Yes.

5 THE COURT: This settlement is now final, binding  
6 and nonappealable. The parties -- the parties will have to  
7 draw up some documents to effect all the terms of the  
8 settlement agreement. But that is an important formality.  
9 It doesn't change the finality of the settlement today. Do  
10 you understand?

11 MR. ALTMANN: Yes.

12 THE COURT: You cannot alter any of the terms of  
13 the settlement agreement. Do you understand?

14 MR. ALTMANN: Yes.

15 THE COURT: Okay. Thank you very much.

16 Ms. -- you may be seated. Thank you.

17 MR. VANDENOVER: Thank you.

18 THE COURT: Ms. Hopkins and Mr. Kryger, please  
19 step forward to the microphone. Do you understand the terms  
20 of the settlement agreement?

21 MR. KRYGER: We do.

22 MS. HOPKINS: Yes.

23 THE COURT: Do you understand that this is a  
24 final, binding and nonappealable settlement?

25 MS. HOPKINS: Yes.

1 MR. KRYGER: Yes.

2 THE COURT: Are you satisfied with the advice your  
3 attorneys have given you?

4 MS. HOPKINS: Yes.

5 MR. KRYGER: Yes.

6 THE COURT: The documents will have to be prepared  
7 in some final form to effect all the terms of the  
8 settlement, but that would not cause the settlement to be  
9 final. The settlement is final by me putting it on the  
10 record today. Do you understand that?

11 MS. HOPKINS: Yes.

12 MR. KRYGER: Yes.

13 THE COURT: Do you understand that you have to  
14 execute all documents that I deem necessary to effect all  
15 the purposes of the settlement agreement?

16 MS. HOPKINS: Yes.

17 MR. KRYGER: Yes.

18 THE COURT: Mr. Altmann, do you understand that  
19 you will have to execute all documents that I deem have to  
20 be signed and executed in order to effect the terms of the  
21 settlement agreement?

22 MR. ALTMANN: Yes.

23 THE COURT: Ms. Hopkins and Mr. Kryger, you will  
24 not be able to change any of the terms of the settlement  
25 agreement. Do you understand?

Exhibit A-12

1 MS. HOPKINS: Yes.

2 MR. KRYGER: Yes.

3 THE COURT: Thank you.

4 For the representative from Hartford, please step  
5 forward and state your name.

6 MR. BUTLER: Christopher Butler.

7 THE COURT: Do you understand the terms of the  
8 settlement agreement?

9 MR. BUTLER: Yes, your Honor.

10 THE COURT: Are you satisfied with the advice your  
11 attorney has given you?

12 MR. BUTLER: Yes, your Honor.

13 THE COURT: Okay. Do you understand that this  
14 settlement is final, binding and nonappealable?

15 MR. BUTLER: Yes, your Honor.

16 THE COURT: You can't change any of the terms of  
17 this settlement. Do you understand that?

18 MR. BUTLER: Yes, your Honor.

19 THE COURT: Okay. Thank you.

20 All right. So let me first say -- keep  
21 translating. I know this has been a very difficult  
22 negotiation for the parties. Emotions have been high on  
23 both sides. However, to the credit of all the parties, they  
24 have maintained a reasonable cooperative attitude, and it is  
25 because of that that the settlement is possible.

Exhibit A-13

*Echo Reporting, Inc.*



1 I want to compliment all the attorneys involved in  
2 pulling this together. Extremely able counsel on all sides,  
3 without whom this settlement would not have happened and the  
4 parties would have spent millions of dollars in litigation  
5 and not arrived at a result as good as this one.

6 So I want to compliment the attorneys and know it  
7 is very hard to take a case of such complexity and compress  
8 it to the point that it can be resolved. But I am pleased  
9 that it has been resolved. My compliments to all of you.

10 Now, I'm going to set a time table so that this  
11 won't fall between the cracks. Marti Worms is the law clerk  
12 responsible for your file. She will send out an order  
13 tomorrow, and it will have -- and the insurance company  
14 won't need to be involved in the follow-up telephone calls.  
15 But I want to make sure that the paperwork gets done  
16 expeditiously and properly so I will have a time table in  
17 the one order, and we will have telephone conferences with  
18 just the attorneys.

19 So it would be Mr. Fitzgerald and Mr. Van Gundy,  
20 Mr. Long and Mr. Hilding. You might need to participate  
21 unless somebody tells me that all hell has broken loose, in  
22 which case there will be no safe place for you to hide. But  
23 we'll have our first telephone conference in about two  
24 weeks. I will want Mr. Van Gundy to initiate all of the  
25 phone conferences. The first one and each subsequent one

Exhibit A-14

*Echo Reporting, Inc.*

1 will be to determine what has been done, what remains to be  
2 done, and when will it be done.

3 The parties have already executed the consent to  
4 my continuing jurisdiction. So with that, unless there are  
5 any questions, I'm going to dismiss you all.

6 ALL: Thank you, your Honor.

7 THE CLERK: It is 5:24. We are now off the  
8 record.

9 (Proceedings concluded.)  
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13 I certify that the foregoing is a correct  
14 transcript from the electronic sound recording of the  
15 proceedings in the above-entitled matter.  
16

17 Shanna M. Jones 2-8-08  
18 Transcriber Date

19 FEDERALLY CERTIFIED TRANSCRIPT AUTHENTICATED BY:

20 D. A. Francisco  
21 L.L. Francisco, President  
22 Echo Reporting, Inc.  
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Exhibit A-15

*Echo Reporting, Inc.*

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# EXHIBIT B

Exhibit B-1

1. Authorization. Altmann and Jakob Gerhardt Germany have all necessary power and authority to execute and deliver these Representations and Warranties, and these Representations and Warranties have been duly executed and delivered by Altmann and Jakob Gerhardt Germany. These Representations and Warranties are legal, valid and binding obligations of Altmann and Jakob Gerhardt Germany, enforceable against Altmann and Jakob Gerhardt Germany, jointly and severally, in accordance with their terms, except as may be limited by (i) applicable bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights generally and (ii) the effect of rules of law governing the availability of equitable remedies.

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CASE NO. 07CV0673 BTM (WMC)  
JOINT MOTION FOR ORDER REQUIRING RESCISSION OF  
PLAINTIFFS' SHARES

1                   3.     Ownership. Altmann owns beneficially and of record 755 shares of W.G.  
2 Best Common Stock and 3000 shares of Montesquieu Common Stock, free and clear of any  
3 encumbrance, lien, claim, charge, security interest, mortgage, easement, conditional sale or other  
4 title retention agreement, or defect in title.

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Max Dieter Altmann

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Signature (on behalf of Jakob Gerhardt Germany)

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Exhibit B-3

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# EXHIBIT C

Exhibit C-1

1 Representations and Warranties of W.G. Best Weinkellerei, Inc. ("W.G. Best"), Montesquieu  
 2 Corp., f/k/a Jakob Gerhardt USA, Inc. ("Montesquieu"), Frank Kryger ("Kryger") and Fonda  
 3 Hopkins ("Hopkins")

4 W.G. Best, Montesquieu, Kryger and Hopkins represent and warrant to Max  
 5 Dieter Altmann ("Altmann") and Wein- Und Sektkellerei Jakob Gerhardt Niersteiner  
 6 Schlosskellereien GmbH & Co. KG :

7 1. Authority. W.G. Best, Montesquieu, Kryger and Hopkins have all  
 8 necessary power and authority to execute and deliver these Representations and Warranties; the  
 9 execution, delivery and performance of these Representations and Warranties have been duly  
 10 authorized and approved by all necessary action of W.G. Best and Montesquieu; and these  
 11 Representations and Warranties have been duly executed and delivered by W.G. Best,  
 12 Montesquieu, Kryger and Hopkins. These Representations and Warranties are legal, valid and  
 13 binding obligations of W.G. Best, Montesquieu, Kryger and Hopkins, enforceable against W.G.  
 14 Best, Montesquieu, Kryger and Hopkins, jointly and severally, in accordance with their terms,  
 15 except as may be limited by (i) applicable bankruptcy, insolvency, reorganization or other laws  
 16 of general application relating to or affecting the enforcement of creditors' rights generally and  
 17 (ii) the effect of rules of law governing the availability of equitable remedies.

18 2. No Approvals; No Conflicts. Neither the execution or delivery of these  
 19 Representations and Warranties nor the consummation of the rescission of Altmann's shares  
 20 contemplated by the parties' Joint Motion for Order Requiring Rescission of Plaintiffs' Shares  
 21 ("Joint Motion") will (a) constitute a violation (with or without the giving of notice or lapse of  
 22 time or both) of any provision of any law applicable to W.G. Best, Montesquieu, Kryger or  
 23 Hopkins, (b) require any additional consent, approval or authorization of, or notice to, any  
 24 person, corporation, partnership, domestic or foreign governmental authority or other  
 25 organization or entity, other than already provided by all necessary action of W.G. Best and  
 26 Montesquieu, or (c) result in a default under any material agreement, lease, note or other  
 27 restriction, encumbrance, obligation or liability to which W.G. Best, Montesquieu, Kryger or  
 28 Hopkins is a party or by which W.G. Best, Montesquieu, Kryger or Hopkins is bound.

Exhibit C-2

1                   3.       Based on due diligence, the rescission value of Mr. Altmann's 755 shares  
2 of W.G. Best Common Stock and 3000 shares of Montesquieu Common Stock is confirmed to  
3 be \$3,397.50.

4 **Montesquieu:**

5 Montesquieu Corp. (f/k/a Jakob Gerhardt USA,  
6 Inc.)

7 By: \_\_\_\_\_  
8 Name: Fonda Hopkins  
9 Its: President

10  
11  
12 **W.G. BEST:**

13 W.G. Best Weinkellerei, Inc.

14  
15 By: \_\_\_\_\_  
16 Name: Fonda Hopkins  
17 Its: President

18  
19  
20 \_\_\_\_\_  
21 Frank Kryger

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25 Fonda Hopkins

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28 Exhibit C-3